

2020 – ARTICLES OF AGREEMENT – 2023
CITY OF WHITING, INDIANA

THIS AGREEMENT made and entered into by and between the **CITY OF WHITING, INDIANA**, hereinafter referred to as the “**Employer**”, and **TEAMSTERS LOCAL UNION NO. 142**, an affiliate of the International Brotherhood of Teamsters, hereinafter called the “**Union**”, agree to be bound by the terms and conditions of this Agreement.

ARTICLE 1 – PURPOSE AND RECOGNITION

THIS CONTRACT has been drawn up and entered into by and between the interested parties in a mutual and voluntary effort to promote and establish sound labor and Employer relations.

The Parties hereto, in accepting this Agreement recognize and accept the mutual responsibilities of such an Agreement and will expend all efforts necessary to maintain efficient and equitable operating and working relationships.

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all those employees in the job classifications herein described in the matter of wages, hours and other terms and conditions of employment and for the purpose of settlement of all disputes and grievances affecting such employees during the term of this Agreement.

ARTICLE 2 – UNION SECURITY

The Employer shall have the right to employ whomsoever it determines is fit for available jobs. Any person performing any of the duties of a regular employee covered by the terms of this Agreement shall become a member of the Union and shall be subject to all the terms, conditions and provisions of this Agreement.

All employees covered by this Agreement who are members of the Union as of the effective date of this Agreement, and all those employees who become members after that date shall maintain their membership in good standing in the Union as a condition of continued employment with the Employer.

All new employees covered by this Agreement must make application for membership within ten (10) days from date of employment and shall become member of the Union within thirty-one (31) days from their first date of employment and shall maintain their membership in good standing in the Union as a condition of continued employment with the Employer.

New Employees shall be considered probationary for ninety (90) calendar days and may be released during this period at the discretion of the Employer.

ARTICLE 3 – UNION DUES CHECK-OFF

The Employer agrees to collect from wages due all employees covered by the provisions of this Agreement, all initiation fees and dues as prescribed by the Constitution and By-Laws of the Union, upon written authorization to the Employer from each individual employee, and forward same to the office of the Union. The authorization will be on forms furnished by the Union and

approved by the Employer and shall be in compliance with all applicable State and Federal Laws. Initiation fees shall be paid within one-hundred and twenty (120) days of hire.

ARTICLE 4 – D.R.I.V.E. AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

National D.R.I.V.E.
25 Louisiana Avenue. N.W.
Washington, D.C. 20001-2130

Send on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deduction shall be made which is prohibited by applicable law.

ARTICLE 5 – HOURS OF WORK AND HOLIDAY PAY

Section 1. All employees covered by the provisions of this Contract shall report for work as business demands, but not later than 8:00 a.m. However, this shall not apply when there is more than one shift employed.

Eight (8) hours shall constitute a minimum day’s work, and forty (40) hours shall constitute a minimum week’s work to be completed in five (5) days, Monday thru Friday.

The Employer will guarantee an employee eight (8) hours work per regular work day and a total of forty (40) hours work per regular work week.

Time and one-half shall be paid for all work done over eight (8) hours per day and forty (40) hours per week and for work done on Saturdays.

Overtime shall not be paid upon overtime, nor shall overtime be paid more than once for the same hours worked.

An Employee shall be paid a minimum of two (2) hours pay for a callout on Monday through Friday and a minimum of four (4) hours pay on Saturday, Sunday or on holidays. The two (2) hour minimum does not apply when an employee is held over after his regular work shift.

The Employer shall utilize a rotating list to award all overtime worked on Monday through Saturday but agrees to award overtime for Sundays and holidays on a Union seniority basis.

Section 2. Employees shall be allowed one (1) twenty minute paid break. Lunch period shall be one-half (1/2) hour paid and shall be taken as deemed by the Employer during the 3rd, 4th or 5th hour of the shift. If it is necessary for the employee to work through lunch, the employee

will be released one-half (1/2) hour early at the end of the work day. If the job demands do not allow the employee to be released one-half (1/2) hour early, the employee will be paid at the rate of one and one-half times his regular pay for the one-half hour. Working through lunch must be approved by the Employer.

Section 3. Wash-Up time: Employees shall be allowed one (1) ten (10) minute wash-up period immediately before their lunch and one (1) fifteen (15) minute wash-up period immediately before the end of the shift.

Section 4. Emergency Overtime Work – Regular Employees: All full-time employees shall be paid at the one and one-half time overtime rate of pay for the job classification of the employee called out to work after his regular shift is completed or on his regularly scheduled days off.

Section 5. Double time and one-half shall be paid for all work performed on Sundays, or on any of the following legal holidays or substitutes thereof: New Year’s Day, Martin Luther King’s Birthday, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, the Employee’s Birthday. The employee’s birthday are exempt from the double time and one-half compensation under this section.

Employees covered herein shall be paid for said legal holidays or substitutes thereof when not worked, provided, however, said employees are available for work the working day prior to and the working day following said holidays or substitutes thereof unless excused for vacation or proven illness.

ARTICLE 6 – WAGE RATES AND JOB CLASSIFICATIONS

Section 1. The wage rates listed below shall be effective January 1, 2020, and shall continue to remain in effect until December 31, 2020:

	<u>Straight Time Hourly Rate</u>	<u>Overtime Hourly Rate</u>	<u>Minimum Weekly Guarantee</u>
1. Street & Sewer Laborers-Helpers	\$19.10	\$28.65	\$764.00
2. Garbage Collectors-Helpers	\$19.10	\$28.65	\$764.00
3. Drivers	\$20.08	\$30.12	\$803.20
4. CDL Certified Drivers	\$20.87	\$31.31	\$834.80
5. 2-Man Packer Operator	\$21.07	\$31.61	\$842.80
6. Plumber	\$21.72	\$32.58	\$868.80
7. Assistant Plumber	\$20.08	\$30.12	\$803.20
8. Lead Mechanic	\$26.95	\$40.43	\$1078.00
9. Mechanic	\$21.72	\$32.58	\$868.80
10. Assistant Mechanic	\$20.08	\$30.12	\$803.20
11. Heavy Equipment Operator	\$21.72	\$32.58	\$868.80

12. Crew Leader-Sanitary District	\$22.42	\$33.63	\$896.80
13. Electrician	\$20.08	\$30.12	\$803.20

City agrees to include the Street Sweeper and the 2-Man Packer Operator in the Heavy Equipment Category and pay the operators the Heavy Equipment rate.

Employees engaged in any of the above job Classifications 51% or more of their regular work day shall be paid the higher hourly rate specified for the particular job Classification listed above for the entire day. Employees who work less than 51% shall be paid the higher rate for time worked only, rounded to the nearest hour.

The employer agrees to bid all job vacancies that fall within the coverage of this working agreement. The vacancy shall be filled within fourteen (14) days of the original bidding process. The senior bidder will have up to thirty (30) days to qualify for the opening pending completion of the assigned training. If the senior bidder fails to qualify and is backed up by the Employer he shall have a right to bid on other openings. If the Employee backs him or herself up, they will not be able to rebid on any other opening for six (6) months.

Training for job classifications will be handled by seniority. It shall be at the discretion of the Employer to determine how many employees may train at any given time and when.

The Employer reserves the right to employ temporary-seasonal non-represented workers provided that no permanent employee is on layoff.

Section 2. The parties may reopen this Agreement upon sixty (60) days written notice prior to June 1st of any contract year with respect to Article 6.

ARTICLE 7 – LONGEVITY PROGRAM

The Employer agrees to institute a Longevity Program for employees represented by Teamsters Union Local No. 142, specifically, employees who work in the Street, Sanitation and Sewer Departments as follows:

Sixty Dollars (\$60.00) per month for employees with 3 to 8 years of service.

Seventy Dollars (\$70.00) per month for employees with 8 to 13 years of service.

Eighty Dollars (\$80.00) per month for employees with 13 or more years of service.

Longevity pay shall be paid based on a normal forty (40) hour work week and 4.3 weeks in a month, and longevity shall be prorated based on the number of hours worked in a month.

The parties may reopen this Agreement upon sixty (60) days written notice prior to June 1st of any contract year with respect to Article 7.

ARTICLE 8 – VACATIONS

Section 1. It is agreed and understood that an employee who surpasses his/her first service anniversary in the last six (6) months of the calendar year, shall receive a pro-rated vacation benefit equal to one (1) weeks' vacation (40 hours) at their straight time hourly rate of pay. This pro-rated benefit shall only apply to the calendar year of the employee's first anniversary.

It is agreed and understood that all employees covered by the provisions of this Agreement subject to the terms of the paragraph above shall, after one (1) year's service with the Employer, be entitled to two (2) weeks' vacation (80 hours) at their straight time hourly rate of pay; if their anniversary date is before July 1, if the employee's anniversary date is on July 1 or later, the employee shall be entitled to one (1) week vacation (40 hours); after five (5) years service with the Employer shall receive three (3) weeks vacation (120 hours) at their straight time hourly rate of pay; after ten (10) years service with the Employer shall receive four (4) weeks vacation (160 hours) at their straight time hourly rate of pay; after fifteen (15) years service with the Employer shall receive five (5) weeks vacation (200 hours) at their straight time hourly rate of pay; and after twenty (20) years service with the Employer shall receive six (6) weeks vacation 240 hours) at their straight time hourly rate of pay. Employees hired prior to January 1, 2000 shall, after twenty-five year's service with the Employer, receive seven (7) weeks vacation (280 hours) at their straight time hourly rate of pay.

Except those employees identified in paragraph one of this section, an employee who will advance to a higher level of vacation benefit during the current calendar year shall be allowed to use the maximum vacation benefit earned in that calendar year beginning on January 1.

An employee may schedule up to two (2) weeks or eighty (80) hours of their vacation on a single day basis. Single day vacations may be grouped to allow consecutive days off. Single day vacations must normally be pre-scheduled under the same guidelines as regular vacation. Upon approval of the Employer, single day vacations may be granted on an emergency basis after the work week has started providing the employee presents valid documentation substantiating the emergency on his/her first day back to work.

An employee may sell back up to one (1) week or forty (40) hours of their vacation at their regular rate of pay each calendar year providing the following requirements have been met:

1. The request is submitted in writing by October 1
2. The employee must have accumulated at least 5 sick days at the start of the current calendar year

An employee may sell back up to two (2) weeks or eighty (80) hours of their vacation at their regular rate of pay each calendar year providing the following requirements have been met:

1. The request is submitted in writing by October 1
2. The employee must have accumulated at least 10 sick days at the start of the current calendar year

Scheduled vacations shall not be cancelled unless granted by mutual agreement or due to emergencies beyond the Employer's control.

Section 2. Vacation Posting: The vacation schedule for the following year shall be posted by December 1st of the previous year. Vacations shall be awarded by seniority up to March 1st. Thereafter, vacations will be awarded by a first come, first serve basis.

Section 3. Any employee who resigns prior to receiving his earned vacation shall receive pay in lieu of his vacation. Employees who are discharged will be paid only for vacation earned at the time of termination. Seniority shall prevail in the selection of vacations.

Section 4. The City will allow employees to split a 3rd week of vacation into single days provided that all of the following conditions are met:

- a. The request is approved by the Street Commissioner or his/her designee
- b. It does not create a manpower shortage during key workload periods
- c. It is submitted at least 30 days in advance of the requested day off
- d. The employee is not under a disciplinary order or probation for violation of any work related issue

ARTICLE 9 – SENIORITY

Section 1. The Employer reserves the right to layoff employees when there is not sufficient work to keep present force employed. Seniority shall prevail and is a part of this Agreement. The last man hired shall be the first man laid off when layoffs are necessary. Seniority shall date from the date of admission into the Union. Ability and physical fitness must be equal for seniority to govern.

A laid-off employee shall retain call-back rights for eighteen (18) months after any layoff.

Section 2. When ability and physical fitness are equal, seniority shall also prevail on promotions to higher rated jobs falling within the coverage of this Agreement. No employee shall be discharged without just cause. Employees with the same hiring date shall be placed on the seniority list in alphabetical order of their last name.

ARTICLE 10 – ADJUSTMENT OF GRIEVANCES

Any employee who believes that he or she has a grievance shall, within five (5) calendar days after such employee knew or should have known of such grievance, discuss the matter orally with the employee's immediate supervisor to attempt to resolve the issue.

If the alleged grievance is not resolved in the initial oral discussion, the aggrieved employee shall present the grievance in writing within fifteen (15) days of his/her awareness (seven (7) days if discharged) to the employee's Foreman or immediate Supervisor for settlement. Management shall respond in writing within fifteen (15) days or the grievance shall be considered upheld. If no satisfactory settlement is reached, the duly authorized representatives of both parties shall meet on the request of either party to discuss the grievance.

If no settlement is reached, it shall be submitted to a committee of three (3) persons for arbitration. One (1) to be selected by the first party, one (1) by the second party and the third (3rd) by the first two. In the event the parties are unable to agree upon a third party they shall petition the American Arbitrators Association (AAA) or Federal Mediation & Conciliation Service (FMCA) for a list of three (3) arbitrators.

The Employer shall strike one name and the Union shall strike one name and the remaining name shall be the impartial Chairman. During such time as the matter is pending, there shall be no lockout or strike. The decision of such committee is to be final and binding.

The arbitrator’s fees and expenses as well as the costs of the hearing transcript, shall be borne equally by the parties. Each party shall be responsible for its own expenses incurred in presenting its case.

ARTICLE 11 – FUNERAL LEAVE

In the event that a death in the “immediate family” of an employee requires his/her absence from work, that employee will be afforded up to three (3) days off without loss of pay for the regular work days on which he/she would have worked but for his absence in order for the employee to attend the funeral. The amount of time taken off should be reasonably necessary under all circumstances. “Immediate family” shall mean spouse, son or daughter, mother or father, grandparents, grandchildren, step-children, step-mother or step-father, sister or brother, step-sister or step-brother, or mother or father of employee’s spouse.

ARTICLE 12 – HEALTH & WELFARE AND PENSION FUND

Section 1. Effective January 1, 2020, the Employer shall, for the purpose of providing Health and Welfare benefits, contribute no more than the sums listed below per week per employee covered by the provisions of this Agreement, provided they have been on the payroll thirty (30) days or more, into Central States Health and Welfare Fund for the payment of Health and Welfare benefits as determined by the Board of Trustees of the Fund. The Fund shall in all respects be administered in accordance with the Participation Agreement drawn.

HEALTH & WELFARE PLAN MA BENEFITS, excluding retiree coverage

<u>PERIOD</u>	<u>EMPLOYER WEEKLY CONTRIBUTION</u>
01/01/2020 – 12/31/2020	\$343.97
01/01/2021 – 12/31/2021	\$357.70
12/31/2022 – 12/31/2022	\$386.30*not to exceed

Employee Premium Contributions are Per Pay Period

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Teamsters Contribution</u>	<u>\$0</u>	<u>\$7.50</u>	<u>\$15.00</u>	<u>\$20.00</u>

The parties may reopen this section of the Agreement upon sixty (60) days written notice prior to June 1 of any contract year to negotiate the employee premium contribution.

Section 2. If an employee is absent because of occupational illness or injury, 100% of the bargained required contribution shall be made until the employee returns to work, or for a period of six (6) months, whichever period is the shorter. If the absence is extended beyond six (6) months, 50% of the bargained required contribution shall be made until the employee returns to work, or for an additional period of six (6) months, whichever period is the shorter.

Section 3. If an employee is absent because of non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of one (1) month and/or in accordance with Family Medical Leave Act (FMLA), eligibility.

An employee may petition the appropriate City Board to extend the Employer contribution period in cases of a documented hardship.

Section 4. All leaves of absence, when granted by the Employer, in addition to the requirements of the parties, shall be conditioned upon the Employer and the employee making satisfactory arrangements for paying the monthly contribution to the Health and Welfare Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence.

Section 5. (PENSION FUND) All employees covered by the terms and conditions of this Agreement shall also be covered by the terms and conditions of the Indiana Public Employees' Retirement Fund.

ARTICLE 13 – JURY DUTY

All employees who are required to lose time from their regular work day by reason of being summoned for jury duty shall be paid an amount of money sufficient to make up the difference between the employee's regular earnings at his/her regular rate for his/her regular straight time work week and amount received as jurist's fees.

Each employee, when summoned for jury duty, shall notify the City at which time he/she will be given a Certification of Jury Duty form which must be completed and certified to by the Clerk of the Court in which he performed such jury service. The form will have recorded thereon the amount of money received by the employee as jurist's fees. No make-up pay will be paid without a properly authenticated Certification of Jury Duty Form.

ARTICLE 14 – VALIDITY

This Agreement shall be subject to all Federal, State and Municipal Laws, and in the event any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

ARTICLE 15 – SICK LEAVE

Section 1. All employees covered by the terms and provisions of this Agreement shall be entitled to be absent from work on account of illness for a total of twelve (12) days without loss of compensation, provided such employees have been employed for a period of one (1) year. After the employee's first anniversary date, the employee shall only be granted a pro-rated sick leave equal to one (1) day for each full month remaining in the calendar year. Employees off due to illness for three (3) consecutive days shall be required to furnish the Employer with a doctor's slip before returning to work on the 4th day.

Sick leave shall not be added to the beginning or the end of any scheduled vacation period. The employee shall furnish the Employer with a valid doctor's slip before returning to work if sick leave is used as described above.

Said Sick Leave Plan shall be accumulative up to one hundred twenty days (120) with 66% buy-back privilege upon retirement by the Employer. It is further understood that this provision is temporary and will be reevaluated each year.

Section 2. Employees, who do not use a sick leave day or miss work due to an unexcused absence during a given calendar year quarter, will be awarded a "Perfect Attendance" stipend of one-hundred fifty dollars (\$150.00) per quarter. An employee may be awarded "Perfect Attendance" stipends for more than one quarter if their attendance record warrants the award. It is understood, that any absence covered under Article 15 of the bargaining agreement will negate the payment of this stipend. It is also understood that absences for vacation days, floating holidays, the employee's birthday or funeral leave will not disqualify the employee from receiving the stipend. These stipends will be paid after the end of each quarter pending approval of the Clerk-Treasurer.

If an employee does not use a sick leave day or miss work due to an unexcused absence for the entire calendar year, the Employer agrees to award the employee an additional three hundred dollars (\$300.00) bonus stipend.

An employee who has exhausted all paid or other excused leave is not eligible to receive a perfect attendance stipend for the period remaining in the calendar year after the leave has been exhausted.

An employee is not eligible for the perfect attendance stipend until after the employee passes his/her first employment anniversary date.

An employee who has accumulated the maximum number of sick leave days per Article 15, Section 1, shall be automatically awarded the maximum perfect attendance stipend regardless as to whether sick leave is used until the accumulated days fall below the maximum level.

ARTICLE 16 – UNIFORM ALLOWANCE

Once in June and once in December of each year, the Employer agrees to pay a \$150.00 uniform allowance to the employees covered by the terms of this Agreement. Uniforms must consist of a blue shirt and safety shoes. All employees must wear OSHA approved safety shoes while at work and safety shoes may be purchased at a place of the employee's choice provided he/she furnishes the Employer with a sales ticket up to a maximum of \$150.00. It is further agreed that it shall be the responsibility of the employee to maintain and keep their uniforms clean.

Gloves shall be provided by the Department Head.

The Employer reserves the right to negotiate an agreement with a specific vendor(s) to provide safety shoes to the employees and invoice the Employer directly. This agreement would be intended to assist the employees by avoiding the need for them to expend personal funds to acquire their safety shoes. The Employer will solicit input from the Union as to which vendor(s) are chosen. If the Employer is successful in securing this agreement, it is understood that all

employees would then be required to acquire their safety shoes from the vendor(s) chosen and the Employer would no longer be obligated to reimburse the employees for their safety shoe purchases outside of this program.

ARTICLE 17 – ALCOHOL/DRUG ABUSE

The Employer reserves the right to require members to submit to substance abuse testing according to the guidelines established by the Department of Transportation.

The cost of required physical and drug tests shall be paid by the Employer.

The Employer and Union agree that all represented Teamsters employees shall adhere to the terms and conditions of the Substance Abuse Policy formally adopted by the Board of Public Works and Safety of the City of Whiting which covers all City employees.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

Section 1. The Employer shall provide quarterly safety meetings at the beginning or the end of scheduled shifts.

Section 2. Trucks and equipment shall be in safe operational order.

Section 3. Employees who are disciplined for any reason shall have a Steward present and the write up shall be signed by the Steward and member.

Section 4. A qualification list shall be posted quarterly by classification and seniority.

Section 5. The Employer, the employees and the Union shall stay in compliance with all local, state and federal laws.

Section 6. The Employer will provide fire and casualty insurance on the Mechanic's tools provided the mechanic provides a detailed inventory list and video tape of the tool inventory to the Street Commissioner. It is the Mechanic's responsibility to provide an updated inventory and updated video to the Street Commissioner as the inventory is increased or decreased.

Section 7. Stewards: The Employer recognizes the right of the Union to designate job stewards from the Employer's list. The authority of job stewards so designated by the Union shall be limited to and not exceed the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the employer's designated representative in accordance with the provisions of this agreement.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union, or its officers, provided such messages and information (a) have been reduced to writing or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this agreement.

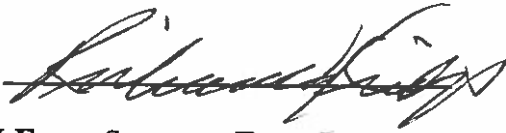
Section 8. All employees hired after March 1, 2005 will be required to obtain and maintain a valid CDL operators license with in 1-year of hire date as a condition of employment.

ARTICLE 19 – CONTRACT DURATION

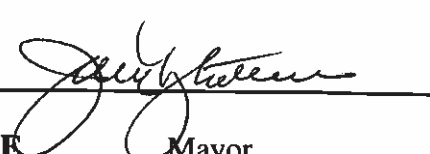
THIS AGREEMENT shall become effective on the 1st day of January, 2020 and shall continue in full force and effect until December 31, 2023, and will continue in full force and effect thereafter unless notice is given in writing by either party at least sixty (60) days prior to December 31, 2023 or sixty (60) days prior to December 31st of any year thereafter.

TEAMSTERS

LOCAL UNION NO. 142, an affiliate of the International Brotherhood of Teamsters

BY 
TITLE Secretary-Treasurer
DATE 1/2/20

CITY OF WHITING, INDIANA

BY 
TITLE Mayor
DATE 1/7/20